

AMENDMENT NO. 1
to the
INTERCONNECTION AGREEMENT

between

VERIZON NEW ENGLAND INC., D/B/A VERIZON MAINE, F/K/A NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY, D/B/A BELL ATLANTIC - MAINE

and

QUANTUMSHIFT COMMUNICATIONS, INC. F/K/A MVX.COM COMMUNICATIONS, INC.

This Amendment (the "Amendment") to the Interconnection Agreement between Verizon New England Inc., d/b/a Verizon Maine , f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Maine and QuantumShift Communications, Inc. f/k/a MVX.Com Communications, Inc. for the state of Maine (the "Agreement") is effective June 14, 2001.

Notwithstanding any possible contrary construction of this Agreement, Internet Traffic shall not be eligible for payment of Reciprocal Compensation under this Agreement. The Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet traffic shall be governed by the Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives.

QuantumShift Communications, Inc. f/k/a MVX.Com Communications, Inc.

By:_____

Printed:_____

Title:_____

Verizon New England Inc., d/b/a Verizon Maine

By: _____

Printed: Jeffrey A. Masoner

Title: Vice-President - Interconnection Services Policy & Planning